

**CUSTOMER SERVICE SECTIONS CONTRACT ANNEXES
(CSSCA) (ALASKA)**

A. ARMY AND AIR FORCE EXCHANGE SERVICE (AAFES)

1. Contracting Parties. The parties to this CSSCA are, on the first part, The United States Government and the Carrier (to whom the cargo will be awarded). The entitled Government affiliate, AAFES (the shipper) will receive all services for cargo booked under this CSSCA.
2. Term of CSSCA.
 - 2.1 The terms and conditions of this CSSCA are effective beginning 0001 hours local time 1 February 2001 and continuing up to 2400 hours 31 January 2003, after which the CSSCA shall expire unless extended under FAR PART 52.217-8, Option to Extend Services. This CSSCA shall provide for the transportation of container cargo booked under this CSSCA and received by the carrier or its agent for sailing from the vessel loading port scheduled on or after 1 February 2001, and on or before 31 January 2003.
 - 2.2 Provisions of the Regional Domestic Contract (RDC)(Alaska) are incorporated herein by reference. To the extent that any provisions of the RDC are inconsistent with the terms and conditions of this CSSCA, this CSSCA shall take precedence.
3. Origin and Destination Points and Commodities Covered by the CSSCA. This CSSCA covers the transportation of commodities identified in Attachment A, from Puget Sound to Anchorage commercial zone, Eielson AFB, Fairbanks, and Ft. Greely.
4. Shipper (Government) Minimum Cargo Commitment (MCC). The shipper undertakes to ship a minimum quantity of 354 dry forty-foot equivalent units (FEU's), during the term of this Customer Service Section. If the shipper meets its cargo commitment prior to the expiration of this contract, the shipper may ship up to an additional 1062 FEU's, for a maximum of 1416 FEU's, under the same rates, terms and conditions. For purposes of this contract, a shipment of cargo in a container of forty (40) foot length or longer shall be counted as one (1) FEU and a shipment of cargo in a container of twenty (20) foot length shall be counted as one-half (.5)FEU. In the event the carrier selected for this section is unable to transport the minimum volume guaranteed, the Administrative Contracting Officer reserves the right to make other arrangements to meet such requirements.
5. Sailing Frequency. The Carrier shall provide regular weekly U.S. Flag Jones Act sailing, not to exceed 5 calendar days from Puget Sound to points in Alaska.
6. Carrier Rate Schedule and Service Commitments.

- 6.1 The Carrier undertakes to guarantee the liner term port/port and through service rates set forth in the Schedule of rates for all cargo shipped pursuant thereto during the term of this CSSCA.
- 6.2 The Carrier's total transit time from Puget Sound to points in Alaska shall not exceed five (5) working days (excluding Saturday, Sunday, and holidays).
- 6.3 The Carrier shall provide space for 9 FEUs of dry containers per week, and space to accommodate up to an additional 6 FEUs of dry containers for the same week when an 8 day advance notice is received from the Shipper.
- 6.4 The Ordering Activity retains the right to cancel the shipment of any booked containers provided that subject containers are canceled no less than five calendar days prior to vessel sailing from load port.
- 6.5 The Government may book container(s) over and above the guaranteed space requirements from any CONUS port within 7 days of the vessel sailing. Such bookings will be lifted on a "space available basis" and the container(s) will be counted towards the cargo commitment IAW paragraph 4.1.
- 6.6 The Carrier shall provide the Shipper with sufficient and suitable containers and chassis, at origin locations, that will permit the Shipper to meet the volume commitment at least 6 days prior to the Carrier's scheduled sailing.
- 6.7 The Carrier shall provide equipment in compliance with ISO standards, and guarantee that such equipment will be deemed safe and satisfactory by the Ordering Officer (OO) for the transport of the shipment. The Carrier shall bear any and all costs incurred from rejection and/or repositioning of equipment that the OO determines to be unacceptable.
- 6.8 The total amount of free time in Alaska allowed for each dry container will be seven (7) calendar days. When the seventh (7) day falls on a Saturday, Sunday or holiday, the allowed free time will be extended to the next working day.
- 6.9 The Government will book containers with no less than a 7 day notice prior to scheduled sailing.
- 6.10 The Government will deliver containers in time to meet the locally advertised vessel cut-offs at each origin. The Carrier shall provide the Shipper (OO) all local advertised vessel cut-offs within 7 days after contract award.
- 6.11 The Carrier shall notify the Contracting Officer Representative (COR) in no less than 24 hours when it is determined by the Carrier that container(s) will not be lifted IAW the scheduled booked sailing. The COR will notify the consignee upon such notice to allow consignee time to redirect priority of cargo lift. Container(s) "shut out" from scheduled sailing shall be lifted for the next subsequent weekly sailing and

shall receive priority on carriage from port of discharge (POD) to consignee to ensure RDD integrity.

- 6.12 Lift data on the Government manifest and/or data provided by the Electronically Transmitted Container Data process will be used to compute the number of containers lifted. In the event there is a conflict between the electronic data and the Government's manifest, then the Government's manifest controls.
- 6.13 The Carrier shall notify the Shipper immediately upon determination by the Carrier that container(s) will not be able to be lifted or were not lifted in accordance with the scheduled booked sailing. The Shipper shall redirect priority of cargo lift as appropriate, including requiring the Carrier to arrange movement on the next available U.S. flag vessel, in order to ensure the integrity of the cargo's originally prescribed transit time (as defined in 6.2).
 - 6.13.1 Should the Shipper elect to have the Carrier move the container(s) on the next available U.S. flag vessel, the Carrier is not relieved of its contractual responsibilities for delivery of such container(s) including the required transit time as originally booked. The Carrier shall employ whatever means is operationally within its control, at no additional cost to the Government, to accomplish meeting the requirements of such cargo. Such container(s) will be counted toward the minimum cargo commitment of this CSSCA.
 - 6.13.2 If the Shipper elects to roll or advance a container, transit time of the affected container shall be calculated on the basis of the vessel to which the container is rolled or advanced.
- 6.14 During the term of this CSSCA the Carrier may be required to transport hazardous materials as provided for in Attachment A. The OO shall provide the Carrier appropriate hazardous cargo information (i.e. class, flashpoint, UN number) prior to loading of container on the vessel.
7. The carrier shall provide MTMC and AAFES automated ANSI X 12 standard, electronically transmitted container data. Transmissions shall be in the format described at paragraph 9.6 and sent to AAFES Headquarters, 3911 S. Walton Walker Blvd, Dallas, TX 75236-1598 and the MTMC Booking Office at the Deployment Support Command, Fort Eustis, VA. Liquidated damages as set forth at paragraph 9.6 will be assessed for failure to provide the necessary data.
8. Carrier Payment- See paragraph 8.6.
9. Carrier Submission of Vessel Schedules- See paragraph 9.6.
10. Liquidated Damages-

- 10.1 Timeliness of initial submissions. Vessel schedule data provided to MTMC less than 45 days before the earliest sail date on the schedule will be considered a late submission and the carrier shall be assessed a liquidated damage of \$250 per voyage. Damages will be assessed quarterly.
- 10.2 Reliability. The carrier shall provide timely notice of schedule changes. Actual POD arrivals of more than two days variance from the scheduled POD arrival dates in effect 7 days prior to sail date will be considered as unreliable and subject to liquidated damages of \$50 for each POD on the schedule with a variance of more than two days. Damages will be assessed quarterly.
11. Exceptions to EDI requirements- See paragraph 9.6.6.11
12. Carrier Non-Performance-
- 12.1 Failure to Lift Containers. If, for reasons other than Force Majeure, a stuffed container is released by the Government within reasonable time to meet the scheduled sailing time and date of the Carrier's vessel to which it is booked and the container is delayed, through fault of the Carrier, thereby precluding the container from being lifted on the vessel, the Carrier shall be liable for liquidated damages. The parties expressly agree and stipulate for each container (FEU) not lifted, the measure of such liquidated damages shall be the sum of four hundred dollars (\$400). Liquidated damages under this paragraph shall be independent of any liquidated damages assessed under Paragraphs 12 (b) and (c) below or costs which may be assessed under the Default clause. As such, liquidated damages are separate and independent of damages resulting from costs assessable under the Default clause of this Contract.
- 12.2 Frequency of Service. If, for reasons other than Force Majeure, the Carrier fails to maintain sailing frequency within the 20% schedule variable limit as specified in paragraph 9.6 of the General Section, the Carrier shall, in place of actual damages, pay to the Government as fixed and agreed, liquidated damages, for each calendar day of delay, the sum of twenty dollars (\$20) for each container (FEU) based on the number of containers (FEUs) booked to that delayed vessel. Liquidated damages under this paragraph shall be independent of any liquidated damages assessed under Paragraph 12 (a) and (c) herein or excess costs which may be assessed under the Default clause. As such, liquidated damages are separate and independent of damages resulting from costs assessable under the Default clause of this Contract.
- 12.3 Assured Ocean Transit. If, for reasons other than Force Majeure, the Carrier fails to deliver the containers within the ocean transit time limits as set forth herein the Carrier shall, in place of actual damages, pay to the Government as fixed and agreed, liquidated damages, for each calendar day, or part thereof of delay, the sum of \$35.00 for dry containers. These liquidated damages are separate and independent of damages assessed under Paragraphs 12 (a) and (b) above.

13. Government Non-Performance

- 13.1 Should the Shipper for any cause other than Force Majeure not meet the minimum cargo commitment stated in paragraph 4.1 for any stipulated contract period, or any reduced level thereof occasioned by operation of any provision of this CSSCA, it shall be liable to the Carrier for liquidated damages. The parties expressly agree and stipulate that the measure of such liquidated damages shall be, for each container (FEU) of default, the sum of five hundred (500)dollars and that no further liability shall be incurred by the Shipper for such cause.
- 13.2 If the shipper fails to cancel a booking or the container(s) is not available for lift on board the scheduled vessel sailing through no fault of the carrier, it shall be designated as a container “no show.” The shipper shall be liable to the carrier for liquidated damages for no shows. Any advances authorized by the shipper or inadvertently made by the carrier shall be used to reduce the shipper liability for the number of “no shows” for that vessel voyage. Any container(s) advanced without authority from the shipper/COR must be held at the carrier’s expense at the port of discharge until the arrival of the scheduled vessel for which the container(s) was booked, unless earlier delivery is authorized by the shipper. The parties expressly agree and stipulate that the measure of liquidated damage for each “no show” (except as offset by cargo advances as described above) will be the sum of two hundred and fifty dollars (\$250) for each container, and that no further liability shall be incurred by the shipper for such cause.
14. Force Majeure. Liquidated damages shall not be assessed for failure to perform which arises from causes beyond the control and without the fault or negligence of the breaching party. Examples of such causes are Acts of God or of the Public Enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

ATTACHMENT A

CONUS ORIGIN POINTS COVERED BY THIS CSSCA:

Albany, Ga.
Blue Ridge, Ga.
Calhoun City, Ms
Ellenwood, Ga
Forest Park, Ga
Houston, Tx
Memphis, Tn

ATTACHMENT B

1. Commodity: "General Department Store Merchandise", in straight or mixed loads, including but not limited to the following:

CARGO - CATEGORY 1 (DRY)

Following commodities in straight or mix loads are designated "CATEGORY 1":

Anti-Freeze	Insecticides
Appliances	Jewelry
Auto Parts	Lawn Equipment; power tools
Beer	Leather goods
Bicycles	Luggage
Books and Publications	Mattresses/Bedding
Cleaning Supplies	Non-Alcoholic Beverages
Clothing and Accessories	Office Machines
Computer Hardware/ Software Electronics	Oil, Grease
Detergents	Paper towels, napkins
Dry Foodstuffs	Paper products
Electronics	N.O.S. Pet supplies
Flour	Photographic/ Optica goods
Food and Snack items	Plastic bags
Footwear	Records/tapes/CDs
Furniture	School supplies
Garments and Undergarments	Seasonal decorations (Packed)
General Dept Store Items N.O.S.	Seasonal supplies
Glass items	Sodas
Greeting Cards	Sporting Goods
Hair Care/Personal Care Products	Stationary Supplies
Handbags and Fashion Accessories	Stereo Equipment
Hand Tools	Tobacco
Hardware	Toys/Games/Hobbies
Health and Beauty Aids	Watches/Clocks
Housewares	Wines Spirits

CSSCA CARGO - CATEGORY 2 (REEFER)

Following commodities in straight or mixed loads are designated "CATEGORY 2":

Bakery Products
Beef Products
Beverages in Bags(FountainDrink Mix)
Butter/Margarine
Candy/Confectionery

Cheese
Chill Freeze
Condiments
Dairy Products(Sour Cream)
Fish Products
Frozen Bakery Products
Frozen Dinners
Frozen Potatoes
Frozen Vegetables
Ice Cream
Juice Concentrate
Juice Products
Milk
Pork Products
Poultry Products
Soda in Plastic Bottles

2. Hazardous Cargo; Also known as (Dangerous Goods in Limited Quantities):
Merchandise classified as Dangerous Goods in limited quantities as defined in Volume I, The International Maritime Dangerous Goods Code (IMDG w/amendments 25-89) as specified in paragraph 18.6-18.9, page 135 and containerized for shipment under this contract will not require additional special labeling, documentation or other restrictions unless specified in future amendments to the IMDG. Cargo moving under this commodity category shall not be entitled to a hazardous cargo surcharge. This cargo may include but is not limited to items in (Dangerous Goods in Limited Quantities as specified below):

ORM-D CARGO (70DZ9)
CHARCOAL,
CIGARETTE LIGHTERS
CLEANING COMPOUNDS
COSMETICS
DISINFECTANTS
HYPOCHLORITE SOLUTION (BLEACH)
INSECTICIDES.
POLISHING COMPOUNDS